

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number _____

Meeting Type: Regular

Meeting Date: 6/14/2012

Action Requested By:
Engineering

Agenda Item Type
Resolution

Subject Matter:

Memorandum of Understanding

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into a Memorandum of Understanding between The City of Huntsville and the City of Madison, Alabama, and Madison County, Alabama, for Project No. 65-12-SP32

Note: If amendment, please state title and number of the original

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what Council action will provide, allow and accomplish and; any other information that might be helpful.

Resolution is for the approval of an intergovernmental agreement between Madison County and the cities of Madison and Huntsville concerning a grant from the US Department of Defense Office of Economic Adjustment. Grant provides \$247,460.00 to assist in the transportation planning impacts related to BRAC and requires a local match of \$46,428.00. This resolution outlines the roles and responsibilities and the contributions of the various parties. Account No. 23-6500-0811-8102

Associated Cost:

Budgeted Item: Select...

MAYOR RECOMMENDS OR CONCURS: Select...

Department Head: 

Date: 6/8/12

ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: **Engineering**

Council Meeting Date: **6/14/2012**

Department Contact: **Lynn Majors**

Phone # **256-427-5201**

Contract or Agreement: **Intergovernmental Agreement**

Document Name: **OEA MOU Project No. 65-12-SP32**

City Obligation Amount: **\$23,214.00**

Total Project Budget: **\$23,214.00**

Uncommitted Account Balance: **0**

Account Number: **23-6500-0511-8102**

Procurement Agreements

Not Applicable


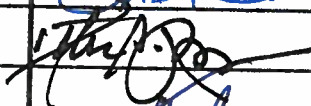
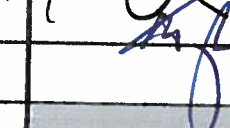
Not Applicable

Grant-Funded Agreements

Other

Grant Name:

RA06141-10-02

Department	Signature	Date
1) Originating		6/8/12
2) Legal		6-11-12
3) Finance		6/6
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

RESOLUTION NO. 12-

WHEREAS the City Council of the City of Huntsville, Alabama, does hereby declare in accordance with Code of Alabama (1975) that the Mayor be, and is hereby authorized to enter into a Memorandum of Understanding between the City of Huntsville and the City of Madison, Alabama, and Madison County, Alabama, on behalf of the city of Huntsville, a municipal corporation in the State of Alabama, which said Memorandum of Understanding is substantially in words and figures similar to that certain document attached hereto and identified as a "Memorandum of Understanding between The City of Huntsville and the City of Madison, Alabama, and Madison County, Alabama, consisting of three (3) pages and the date of June 14, 2012, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 14th day of June, 2012.

President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 14th day of June, 2012.

Mayor of the City of Huntsville,
Alabama

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF HUNTSVILLE AND
THE CITY OF MADISON, ALABAMA, AND
MADISON COUNTY, ALABAMA

STATE OF ALABAMA)
)
COUNTY OF MADISON)

INTERGOVERNMENTAL AGREEMENT

This Agreement made and entered into on this the 14th day of June, 2012, by and among THE CITY OF HUNTSVILLE, ALABAMA, a municipal corporation existing under the laws of the State of Alabama (hereinafter referred to as "Huntsville"), the CITY OF MADISON, ALABAMA, a municipal corporation existing under the laws of Alabama (hereinafter referred to as "Madison"), and MADISON COUNTY, ALABAMA (hereinafter referred to as the "County").

RECITALS

WHEREAS, the County received Grant # RA06141-10-02 from the United States Department of Defense Office of Economic Adjustment (hereinafter referred to as the "OEA"); and

WHEREAS, the said grant provides funds to assist the community in meeting the challenges of accommodating the personnel transferred to Redstone Arsenal through the Base Realignment and Closure (BRAC) process; and

WHEREAS, the County intends to use the grant funds for the completion of traffic engineering studies on Research Park Boulevard, US 72, and Interstate 565;

WHEREAS, the said grant will provide \$247,460.00 for the studies; and

WHEREAS, the grant requires additional local matching funds of \$46,428; and

WHEREAS, the cities of Huntsville and Madison will benefit from improved traffic flow on the routes affected by the study; and

WHEREAS, Huntsville and Madison desire to contribute the matching funds to enable the County to accept the said grant;

NOW THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties promise and agree as follows:

1. The County will, in compliance with 32 CFR Part 33 and Alabama state law, prepare scopes of work, requests for qualifications, and award contracts for the following traffic engineering studies (hereinafter referred to collectively as the "Project"):

a) Study Research Park Boulevard from US Highway 72 southward to the I-565 interchange, and study I-565 from Wall Triana Highway westward to I-65 with a goal of

President of the City Council of the City
of Huntsville, AL
Date: June 14, 2012

increasing capacity on the studied roadways. This study is described in greater detail in Attachment "A" attached hereto and incorporated herein by reference.

b) Prepare a traffic access management plan for US 72 between Providence Main Street and County Line Road in the cities of Huntsville and Madison and the unincorporated areas of Madison County. This study is described in greater detail in Attachment "A" attached hereto and incorporated herein by reference.

2. The County shall expend all grant funds for the Project.

3. Huntsville and Madison shall each contribute \$23,214 toward the cost of the Project. The County shall contribute \$247,460 in funds from OEA Grant # RA06141-10-02. In the event project costs are less than \$293,888 (\$247,460 + 23,214 + 23,214) the parties agree to pay a pro rata share. The County shall obtain written approval from Madison and Huntsville prior to committing funds that exceed the maximum Project cost of \$293,888. If approved, Project overruns that exceed the grant amount will be equally divided by Madison and Huntsville.

4. The Project will be administered and directed by the Madison County Commission through the Department of Planning and Economic Development. The Director of Planning and Economic Development will serve as the Project Director and will be the primary point of contact for the Project.

5. The Project Director shall form and oversee a committee comprised of representatives from the Madison County Engineering Department, the City of Huntsville Engineering Department, and the City of Madison Engineering Department. The committee and the Project Director will make a qualification-based selection of the consultants for the Project and will negotiate fees with the selected consultants.

6. The County will award the Project contracts to the consultants and will manage the financial and administrative portions of the contracts, including compliance with Federal procurement standards as set forth in 32 CFR Part 33.

7. The City of Huntsville will manage the technical aspects of the Project with appropriate input from the County and from Madison.

8. The County shall be solely responsible for compliance with all terms and conditions of OEA Grant # RA06141-10-02 and shall hold Huntsville and Madison harmless for any claims by the federal government for reimbursement or assessment of penalties arising out of the use of said grant funds. The respective liability of Huntsville and Madison under this Agreement shall be limited to \$23,214 each unless they have approved contract changes in a greater amount per item 3 above.

9. No provision of this Agreement may be waived except by written agreement of the parties. A waiver of any provision on one occasion shall not be deemed a waiver of that provision on any subsequent occasion, unless specifically stated in writing. A waiver of any

provision shall not affect or alter the remaining provisions of this Agreement.

10. If any provision of this Agreement, or the application thereof, is determined to be invalid or unenforceable, the remainder of that provision and all other provisions of this Agreement shall remain valid and enforceable.

11. This Agreement represents the entire agreement among the parties to this Agreement and supersedes all prior communications, negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by all parties to the Agreement.

12. This Agreement shall not be effective unless and until it is executed by all parties.

ATTEST:

City of Huntsville, Alabama

Date: _____

Its Mayor
Date: _____

ATTEST:

City of Madison, Alabama

Date: _____

Its Mayor
Date: _____

ATTEST:

Madison County, Alabama

Date: _____

Its Chairman, Madison County
Commission
Date: _____